STATE OF NORTH CAROLINA

WAKE COUNTY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
FILE NO. 06 CVS

2006 OCT -6 A 9:37

WAKE COUNTY, CSC

THE NORTH CAROLINA STATE BAR,

Plaintiff

v.

THE CLOSING PLACE, INC. d/b/a THE CLOSING PLACE; TRI-STATE LAND TITLE CO., LLC; SHERIDAN E. SNYDER; EVANGELINE A. LEDFORD; GINA AND VIC, INC., d/b/a "THE CLOSING PLACE OF FRANKLIN"; VIC SANDERS; GINA SANDERS; A THOUSAND HILLS, LLC d/b/a "THE CLOSING PLACE OF THE SMOKIES"; KYLE HENSON; LISA M. HENSON; RONALD KIDWELL; TRACEY L. KIDWELL

Defendants

CONSENT ORDER OF PERMANENT INJUNCTION

THIS MATTER comes before the Court on the consent of the parties before the undersigned Judge of Superior Court of Wake County. David R. Johnson represented Plaintiff, the North Carolina State Bar. Michael E. Weddington and K. Alan Parry, Jr. represented Defendants The Closing Place, Inc., Tri-State Land Title Co., LLC, Sheridan E. Snyder, and Evangaline A. Ledford. Steven E. Philo represented Gina and Vic, Inc., Gina Sanders, and Vic Sanders. The remaining defendants represented themselves.

The parties stipulate and agree to this Consent Order, including the following findings of fact and conclusions of law, except as to those matters specifically noted as the State Bar's contentions, which Defendants deny. Notwithstanding those matters, Defendants stipulate that the findings of fact and conclusions of law are legally sufficient to support this Consent Order and agree not to challenge the legal adequacy of the findings and conclusions in any potential future proceeding to enforce this Consent Order or seeking to hold Defendants in contempt for failure to comply with its terms. Based upon the State Bar's verified complaint and with the consent of the parties, the Court hereby enters the following:

FINDINGS OF FACT

1. Plaintiff, the North Carolina State Bar (hereinafter "State Bar"), is a body duly organized under the laws of the state of North Carolina and is a proper body to bring this proceeding under the authority granted to it in Chapter 84 of the General Statutes of North Carolina and the rules and regulations of the State Bar promulgated pursuant thereto.

2. The Authorized Practice Committee (Committee) is a standing committee of the State Bar appointed and authorized, pursuant to N.C. Gen. Stat. § 84-37(a) and 27 N.C.A.C. Chapter 1, Subchapter D, §§ .0201 et. seq., to investigate any charges or complaints of the unauthorized practice of law (UPL) and bring actions against any person or entity that engaged in rendering any legal services unauthorized or prohibited by law.

3. The Closing Place, Inc. (The Closing Place) is, and has been at all times relevant, a North Carolina business corporation conducting business and trade under the name of "The Closing Place." Its registered agent is Richard E. Steinbronn.

4. The Closing Place's principal or main office in North Carolina is located at 10 Tennessee Street, Murphy, North Carolina. The Closing Place also operates a "satellite" office located in Hayesville, North Carolina under the name "The Closing Place."

5. The Closing Place operates or licenses others to operate offices located in Franklin and Waynesville, North Carolina under the name "The Closing Place" or similar designation.

6. Tri-State Land Title Co., LLC (Tri-State Land Title) is a Tennessee Limited Liability Corporation registered to do business in North Carolina. Its registered agent is Richard E. Steinbronn.

7. Tri-State Land Title's registered office address is 10 Tennessee Street, Murphy, North Carolina, the same as The Closing Place's principal office.

8. Sheridan E. Snyder (Snyder) is an owner and officer of both The Closing Place and Tri-State Land Title. Snyder also is a licensed title agent for Tri-State Land Title. Snyder is a citizen and resident of Polk County, Tennessee. Snyder is not a licensed attorney or member of the North Carolina State Bar.

9. Evangeline A. Ledford (Ledford) is an owner and officer of both The Closing Place and Tri-State Land Title. Ledford also is a licensed title agent for Tri-State Land Title.

Ledford is a citizen and resident of Georgia but participates in the activities of The Closing Place in North Carolina. Ledford is not a licensed attorney or member of the North Carolina State Bar.

10. Tri-State Land Title, through its title agents, Snyder and Ledford, issues title insurance for North Carolina properties through its underwriter, First American Title.

11. Richard E. Steinbronn (Steinbronn) is an attorney licensed in North Carolina. Steinbronn lists offices at the same physical locations as The Closing Place's offices in Murphy, Hayesville, and Waynesville, North Carolina.

12. Gina and Vic, Inc. is a North Carolina corporation formed in March 2004 with a registered office at 244 Porter Street in Franklin, North Carolina. Its registered agent is Gina Sanders.

13. Gina Sanders and Vic Sanders (the Sanders) are citizens and residents of Macon County, North Carolina. Gina Sanders and Vic Sanders are not licensed attorneys or member of the North Carolina State Bar.

14. On October 30, 2003, the Sanders executed a franchise agreement with The Closing Place to operate a business in Franklin, North Carolina doing business as "The Closing Place of Franklin." The Sanders have operated a business under the name "The Closing Place of Franklin."

15. A Thousand Hills, LLC (Thousand Hills) is a North Carolina Limited Liability Corporation formed in June 2005 with a registered office address in Waynesville, North Carolina.

16. Kyle Henson, Lisa M. Henson, Ronald Kidwell and Tracey L. Kidwell are member/managers of Thousand Hills. The Hensons and the Kidwells are citizens and residents of Haywood County, North Carolina. Kyle Henson, Lisa Henson, Ronald Kidwell and Tracy Kidwell are not licensed attorneys or members of the North Carolina State Bar.

17. On June 23, 2005, Thousand Hills, through its above member/managers, executed a franchise agreement with The Closing Place to operate a business in Waynesville, North Carolina doing business as "The Closing Place of the Smokies." Thousand Hills, through its member/managers, have and continue to operate a business under the name "The Closing Place of the Smokies."

18. The Closing Place, Tri-State Land Title, Gina and Vic, Inc., and Thousand Hills are not corporations authorized to practice law in North Carolina under the provisions of Chapter 55B of the General Statutes of North Carolina.

19. Tri-State Land Title, through Snyder and Ledford, began conducting business in North Carolina in approximately 1999. In addition to its services of issuing title insurance, the State Bar contends that Tri-State Land Title began offering and providing legal services directly to the public in connection with real estate closings at that time. Among the legal services that the State Bar contends were offered and provided directly to the public by Tri-State Land Title beginning in 1999 were title abstracting, title searching, and preparing deeds and other legal documents. The State Bar contends that Tri-State Land Title, through Snyder and Ledford, also acted as settlement agents for real estate closings and prepared HUD-1 statements that showed that Tri-State Land Title was providing legal services and receiving a fee for those services from the closing proceeds.

20. During calendar year 2000, the Authorized Practice Committee conducted an investigation of Tri-State Land Title's activities in North Carolina. Snyder and Ledford responded on behalf of Tri-State Land Title. On October 25, 2000, the Authorized Practice Committee issued a Letter of Caution to Tri-State Land Title finding that it had engaged in the unauthorized practice of law (UPL) by preparing deeds and other legal documents in these transactions.

21. Snyder and Ledford, co-owners of Tri-State Land Title, formed The Closing Place, Inc. and began doing business in North Carolina as "The Closing Place" in 2000. Articles of incorporation for The Closing Place subsequently were filed with the North Carolina Secretary of State's office in January 2001.

22. The State Bar contends that in 2000, The Closing Place, through Snyder and Ledford, began offering and advertising its services directly to the public and contracting directly with the public to conduct real estate closings for property located in North Carolina, including performing activities that constituted the practice of law.

23. For example, the State Bar contends that The Closing Place prepared various deeds of trust on North Carolina property and recorded these in the Cherokee County Register of Deeds office in September and October 2000.

24. Additionally, the State Bar contends that The Closing Place prepared title abstracts or performed title searches and prepared legal documents in connection with real estate closings in North Carolina. The Closing Place also acted as the settlement agent and prepared the HUD-1 statements holding itself out as performing these services and being paid directly out of the closing proceeds for doing so. The Closing Place was paid directly out of the closing proceeds for performing those services.

25. The State Bar contends that The Closing Place also held itself out as competent and qualified to provide all of the services involved in a real estate closing, including the legal services of title abstracting, preparing legal documents, and providing an attorney's title opinion, directly to the public. For example, the State Bar contends that The Closing Place issued fee quote verification forms listing fees for these legal services, including the attorney's fee, on its letterhead to members of the public.

26. In 2000 and 2001, the Authorized Practice Committee conducted an investigation of The Closing Place's activities in North Carolina. Snyder responded as President of The Closing Place and cited its "engagement" of attorney Steinbronn.

27. On May 10, 2001, the Committee issued a letter to The Closing Place, through Snyder, finding that it had engaged in UPL by contracting directly with the public to perform various services related to closings, including abstracting and preparing legal documents in violation of N.C. Gen. Stat. § 84-2.1, 4, and 5. The Committee noted in its letter that The Closing Place had engaged Steinbronn to review the abstracts and legal documents prepared by The Closing Place, but found this insufficient to cure the UPL violation by The Closing Place. The Committee directed The Closing Place to cease and desist its activities constituting UPL or face injunctive proceedings or referral to the District Attorney for potential criminal charges.

28. On May 15, 2001, Steinbronn responded to the Cease and Desist letter from the Committee and stated that in the future he would contract directly with the public to provide real estate closing services and that he would receive assistance from The Closing Place in conducting these closings.

29. The State Bar contends that The Closing Place continued to perform legal services and hold itself as providing such services directly to the public after the Committee's first Cease and Desist letter and after Steinbronn's response. For example, in subsequent closings, the State Bar contends that The Closing Place prepared title abstracts or performed title searches and

prepared legal documents in connection with real estate closings in North Carolina. The Closing Place, acting as the settlement agent, also prepared HUD-1 statements holding itself out as performing these legal services. As indicated on the HUD-1 statements it prepared, The Closing Place was paid directly out of the closing proceeds for performing those services.

30. The State Bar contends that The Closing Place also continued to hold itself out as competent and qualified to contract directly with the public to provide legal services involved in a real estate closing, including abstracting, preparing documents, and providing a title opinion through an attorney. For example, the State Bar contends that The Closing Place continued to issue on its letterhead to members of the public fee quote verification forms listing fees for these legal services, including the attorney's fee.

31. The Closing Place also maintained a website through at least October 2003. Among other statements, The Closing Place's website noted: "The mission of the ownership and staff of The Closing Place is to provide efficient, economical and excellent real estate closing services to the general public."

32. The Authorized Practice Committee conducted an investigation of The Closing Place's continuing activities in North Carolina. After considering all the evidence it had collected and The Closing Place's response through Steinbronn, the Committee voted to issue The Closing Place a second Cease and Desist letter dated February 3, 2004. The Committee found that The Closing Place continued to contract directly with the public and provide legal services, such as preparing legal documents and abstracting title, as a business corporation. It also found that The Closing Place was holding itself out through advertising and fee quotations as able to provide legal services such as examining title and preparing legal documents. The Committee found that these continued actions constituted UPL in violation of N.C. Gen. Stat. §§ 84-2.1, 4 and 5.

33. With its Second Cease and Desist letter, the Committee requested that The Closing Place sign an agreement to refrain from future UPL violations, including holding itself out as able to provide legal services and preparing legal documents. The Closing Place signed the agreement through Snyder on April 21, 2004.

34. The State Bar contends that The Closing Place continued to perform legal services and hold itself out as providing such services to the public after the Committee's second Cease and Desist letter and after executing the agreement to refrain from doing so.

35. In closings after April 2004 until at least October 2005, the State Bar contends that The Closing Place and its franchisees continued to prepare title abstracts or perform title searches and prepare legal documents in connection with real estate closings in North Carolina and continued to be paid directly out of the closing proceeds for performing title examinations and preparing documents. In some instances, the HUD-1 settlement statements The Closing Place prepared held itself out as performing these services and as being paid separately and directly for those services. In other instances, the State Bar contends that the HUD-1 and other documentation prepared by The Closing Place combined the payment for these services into a single "settlement or closing fee," which was paid directly to The Closing Place and included such legal services.

36. The State Bar contends that The Closing Place and its franchisees also continued to hold itself out as able to provide legal services directly to the public after April 2004 until at least October 2005. For example, letters were sent to third parties on letterhead of The Closing Place and its franchisees listing Steinbronn and others as an attorney for The Closing Place. The State Bar contends that these letters stated or implied that The Closing Place could provide directly to the public all services related to real estate closings, including legal services and the services of attorneys associated with The Closing Place or its franchisees.

CONCLUSIONS OF LAW

1. The Court has both personal jurisdiction over Defendants and subject matter jurisdiction in this cause.

2. Plaintiff, the North Carolina State Bar, has the authority to bring this action pursuant to N.C. Gen. Stat. § 84-37.

3. Plaintiff's verified complaint is accepted as an affidavit of the Chair of the Authorized Practice Committee of the North Carolina State Bar.

4. Preparing deeds, mortgages, trust instruments, including deeds of trust, and other legal documents for another person, firm, or corporation, is the practice of law in North Carolina as defined by N.C. Gen. Stat. § 84-2.1.

5. Preparing title abstracts and conducting title examinations for property located in North Carolina for another person, firm, or corporation, constitutes abstracting or passing upon titles and is the practice of law as defined by N.C. Gen. Stat. § 84-2.1.

6. It is unlawful for any person or association or persons, except active members of the North Carolina State Bar, to practice law or provide legal services directly to the public pursuant to N.C. Gen. Stat. § 84-4.

7. Pursuant to N.C. Gen. Stat. § 84-5, it is unlawful for a corporation not authorized to practice law under the provisions of Chapter 55B of the General Statutes of North Carolina to practice law or provide legal services directly to members of the public, even if those services are provided by a licensed attorney at law through the corporation.

8. It is unlawful for a corporation not authorized to practice law under the provisions of Chapter 55B of the General Statutes of North Carolina to hold itself out as being competent, qualified, or authorized to engage in the practice of law or provide legal services directly to members of the public, pursuant to N.C. Gen. Stat. § 84-5.

9. It is unlawful for any person or association of persons, except active members of the North Carolina State Bar, to hold themselves out as competent, qualified, or authorized to engage in the practice of law or provide legal services directly to the public pursuant to N.C. Gen. Stat. § 84-4.

10. The listing of a person, firm, or corporation on HUD-1 Settlement Statements as performing an abstract or title search, preparing legal documents, and directly receiving compensation for performing these services constitutes a holding out of that person, firm, or corporation as able to provide these legal services directly to the public.

11. The State Bar contends in this action that the services provided by and activities of The Closing Place and the other Defendants violate N.C. Gen. Stat. §§ 84-2.1, 84-4, and 84-5, including those matters set forth in paragraphs 4 through 10 above.

12. The State Bar contends that if Defendants are not enjoined from engaging in acts that violate the statutes prohibiting the unauthorized practice of law, there is a risk that members of the public will suffer injury, loss and damages as a result of such acts.

13. Pursuant to N.C. Gen. Stat. § 84-37(a), no bond for costs is required for the issuance of this permanent injunction order.

14. Defendants agree to this consent order without admitting or conceding that they have engaged in the unauthorized practice of law as asserted by the State Bar.

ORDER

Based upon the foregoing findings of fact and conclusions of law and with the consent of the parties, IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that:

1. Defendants Sheridan E. Snyder, Evangeline A. Ledford, Gina Sanders, Vic Sanders, Kyle Henson, Lisa M. Henson, Ronald Kidwell and Tracey L. Kidwell, The Closing Place, Inc., Tri-State Land Title Co., LLC, Gina and Vic, Inc., and A Thousand Hills, LLC, in their own name or doing business as The Closing Place or any derivation of that name, any corporate affiliates including franchisors, franchisees, parents, subsidiaries, and divisions, their successors or assigns, and any persons, association of persons, or corporations associated with or employed, operated, or controlled by Defendants are hereby permanently enjoined from engaging in, or aiding or abetting others in engaging in any acts and activities constituting the practice of law in North Carolina, as defined in N.C. Gen. Stat. §§ 84-2.1, 84-4, and 84-5, including, but not limited to, the following specific acts, subject to the provisions contained in paragraph two of this Consent Order:

a. providing or furnishing directly to any person, firm, or corporation any legal service, including but not limited to:

1. drafting, preparing or aiding in the preparation of any legal documents, specifically including but not limited to deeds, deeds of trust, title opinions, and other legal documents associated with residential real estate transactions or loan closings;
2. selecting or assisting in selecting a form legal document for any person, firm, or corporation;
3. performing title examinations, abstracting, providing a title opinion, or passing upon title, including but not limited to performing an update search of title prior to recording documents for a real estate transaction;
4. assisting any person, firm, or corporation in any attempt to resolve or negotiate any dispute concerning title to real property or the legal rights, obligations, and responsibilities of the owners to such property or the parties to a real estate transaction;

5. providing legal advice or counsel, including but not limited to providing advice about:
    (a) the legal status of title to real estate,
    (b) the legal effect of anything found in the chain of title,
    (c) the legal effect of any item reported as an exception in a title insurance commitment, except that a licensed title agent may explain an underwriting decision to a prospective insured, including providing the reason for such decision,
    (d) the legal rights, obligations, and responsibilities of any person, firm or corporation concerning matters disclosed by a land survey or the need or advisability for such a survey,
    (e) the legal rights, obligations, and responsibilities of any person, firm or corporation created by documents involved in a real estate closing, such as a deed, deed of trust, or promissory note, including the legal effect of a pre-payment penalty or right of rescission,
    (f) alternative ways for taking title to property or the legal consequences of taking title in a particular manner.

b. offering to contract directly with or contracting directly with any person, firm, or corporation to provide legal services, including but not limited to those set forth in N.C. Gen. Stat. §§ 84-2.1, 84-4, and 84-5 and in section 1.a.1 through 5 of this Order;

c. holding out or representing to the public by advertising, promotional material, fee quote, HUD-1 settlement statement, internet sites or otherwise, that Defendants are competent, qualified or otherwise authorized to provide any legal service directly to any person, firm, or corporation, including but not limited to those set forth in N.C. Gen. Stat. §§ 84-2.1, 84-4, and 84-5 and in section 1.a.1 through 5 of this Order, or

that any Defendant can provide the services of an attorney or the services of any attorney employed, retained, or engaged by any Defendant.

2. The prohibitions set forth in subsections 1.a through c of this Order apply even if the services are offered, performed or conducted by an attorney duly licensed to practice law in North Carolina through or on behalf of any Defendant. Defendants are prohibited from offering to contract directly with, contracting directly with, or providing directly to any person, firm, or corporation any legal service, including but not limited to those set forth in N.C. Gen. Stat. §§ 84-2.1, 84-4, and 84-5 and in section 1.a.1 through 5 of this Order, regardless of whether the services are offered, performed, or conducted by an attorney duly licensed to practice law in North Carolina. The prohibitions set forth in subsections 1.a and b of this Consent Order, however, do not prohibit Defendants from providing services directly to an attorney duly licensed to practice law in North Carolina, a firm or association of such attorneys, or a corporation authorized to practice law under the provisions of Chapter 55B of the General Statutes of North Carolina Such services must be provided directly to, at the direction of, and with the proper supervision of such an attorney or attorneys as required by law or the North Carolina Rules of Professional Conduct.

3. As a condition of this Order, Defendants agree to maintain and provide Plaintiff upon request:

a. access to or copies of all documents and files of future real estate closings for which they provide any services to any person, firm, or corporation, including an attorney duly licensed to practice law in North Carolina, a firm or association of such attorneys, or a corporation authorized to practice law under the provisions of Chapter 55B of the General Statutes of North Carolina. These documents shall include a list of all such closings that contains information concerning addresses, phone numbers, and other contact information for the buyer/borrower, seller, and lender involved in each such transaction;

b. a list of all current and former employees and independent contractors of Defendants, including information concerning addresses, phone numbers, and other contact information;

c. a copy of all written, recorded, or electronic advertising or promotional materials used by or for Defendants in any form and on any media, including but not

limited to fee quotes, internet sites, and letters or other documents to third parties offering their services. Defendants shall provide to Plaintiff copies of all such materials currently in use within thirty days of entry of this Order;

d. access to or copies of all documents and records for any bank account over which any of the Defendants or any employee or agent of the Defendants has signatory authority and into which funds from a real estate transaction are deposited on behalf of the parties. The records shall include the minimum records required to be maintained by an attorney pursuant to the Rules of Professional Conduct. This requirements shall apply even if the account is in the name of an attorney duly licensed to practice law in North Carolina that has given signatory authority to one of the Defendants or an employee or agent of the Defendants;

e. copies of all agreements with licensed North Carolina attorneys and with any franchisees of Defendants. All franchisees of Defendants who are not parties to this agreement must execute a document acknowledging that they have read this Consent Order and agreeing to abide and be bound by all its terms and conditions.

Plaintiff will provide Defendants a period of time to comply with such requests that is reasonable in light of the nature and extent of the requests made. To the extent permitted by law, Plaintiff will take measures reasonable under the circumstances to prevent disclosures to third parties of any documents or information produced by Defendants that is appropriately designated as confidential or proprietary.

4. Defendants shall take notice that any willful violation of this Permanent Injunction, specifically including failure to comply with the monitoring requirements and conditions set forth in section three above, may be treated as civil and criminal contempt leading to the imposition of sanctions upon them, including incarceration and fines.

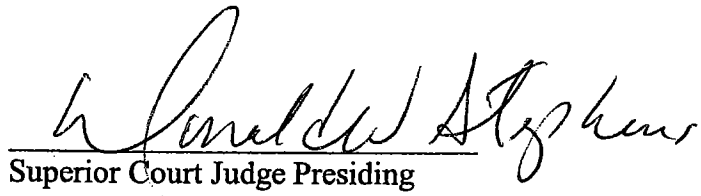
5. This Consent Order is binding upon Defendants, any corporate affiliates including franchisors, franchisees, parents, subsidiaries, and divisions, their successors and assigns, and any persons, association of persons, or corporations associated with or employed, operated, or controlled by Defendants, and on their officers, agents, servants, employees, and upon those persons or entities in active concert or participation with Defendants who receive actual notice in any manner of this Consent Order by personal service or otherwise.

6. All parties to this Consent Order who are not represented by counsel have been given a reasonable opportunity to seek the advice of independent counsel and notice of the advisability of doing so before signing this Consent Order. Any franchisees who later acknowledge that they have read this Consent Order and agree to abide and be bound by all its terms and conditions also are hereby advised that they may have a reasonable opportunity to seek the advice of independent counsel and are hereby given notice of the advisability of doing so before signing such an acknowledgment.

7. The parties agree to bear their respective costs of this action, including their respective attorney's fees and expenses.

8. The court shall retain jurisdiction of this matter for further proceedings to enforce this Order, if necessary.

Issued this the 4th day of October 2006.



Superior Court Judge Presiding

By signing below, the parties affirm their consent and agreement to the entry of the foregoing Consent Order of Permanent Injunction in Wake County file number 06 CVS .

For the Plaintiff

David R. Johnson
Attorney for Plaintiff

C. Colon Willoughby, Jr.
Chair – Authorized Practice Committee
North Carolina State Bar

For the Defendants

Michael E. Weddington
Attorney for Defendants The Closing Place Inc, Tri-State Land Title Co, LLC, Sheridan E. Snyder, and Evangaline Ledford

Sheridan E. Snyder, Individually and as Authorized Agent for The Closing Place, Inc and Tri-State Land Title Co, LLC

Evangeline A. Ledford, Individually and as Authorized Agent for The Closing Place, Inc and Tri-State Land Title Co, LLC

Steve E. Philo
Attorney for Gina and Vic, Inc. d/b/a The Closing Place of Franklin, Vic Sanders, and Gina Sanders

Vic Sanders, Individually and as Authorized Agent for Gina and Vic, Inc. d/b/a The Closing Place of Franklin

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For the Plaintiff

David R. Johnson
Attorney for Plaintiff

C. Colon Willoughby, Jr.
Chair – Authorized Practice Committee
North Carolina State Bar

For the Defendants

Michael E. Weddington
Attorney for Defendants The Closing Place Inc, Tri-State Land Title Co, LLC, Sheridan E. Snyder, and Evangaline Ledford

Sheridan E. Snyder, Individually and as Authorized Agent for The Closing Place, Inc and Tri-State Land Title Co, LLC

Evangeline A. Ledford, Individually and as Authorized Agent for The Closing Place, Inc and Tri-State Land Title Co, LLC

Steve E. Philo
Attorney for Gina and Vic, Inc. d/b/a The Closing Place of Franklin, Vic Sanders, and Gina Sanders

Vic Sanders, Individually and as Authorized Agent for Gina and Vic, Inc. d/b/a The Closing Place of Franklin

Gina Sanders

Gina Sanders, Individually and as Authorized Agent for Gina and Vic, Inc. d/b/a The Closing Place of Franklin

Kyle Henson, Individually and as Authorized Agent for A Thousand Hills, LLC d/b/a "The Closing Place of the Smokies"

Lisa M. Henson, Individually and as Authorized Agent for A Thousand Hills, LLC d/b/a "The Closing Place of the Smokies

Ronald Kidwell, Individually and as Authorized Agent for A Thousand Hills, LLC d/b/a "The Closing Place of the Smokies"

Tracey L. Kidwell, Individually and as Authorized Agent for A Thousand Hills, LLC d/b/a "The Closing Place of the Smokies"

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